

DIRECTOR OF CENTRAL INTELLIGENCE
Security Committee

SECOM-D-211

19 May 1980

NOTE FOR: Members, DCI Security Committee

STATINTL

FROM:

[Redacted]
Executive Secretary

SUBJECT: Draft APEX Nondisclosure Agreement

1. The attached version of the draft APEX Nondisclosure agreement was provided by the DCI Associate General Counsel on 15 May 1980 with a comment as reflected on the covering Routing and Record Sheet.

2. For your information, the staff has received no correspondence on this matter since the 24 April Special Meeting of the Committee on this matter.

3. Request your comments or approval.

[Redacted]

STATINTL

Attachment

☐ UNCLASSIFIED ☐ INTERNAL USE ONLY ☐ CONFIDENTIAL ☐ SECRET

Approved For Release 2004/12/22 : CIA-RDP82M00591R000200080016-6

~~ROUTING AND RECORD SHEET~~

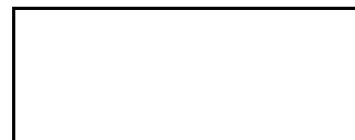
SUBJECT: (Optional)

FROM	EXTENSION	NO.	DATE				
				TO: (Officer designation, room number, and building)	DATE	OFFICER'S INITIALS	COMMENTS (Number each comment to show from whom to whom. Draw a line across column after each comment.)
				RECEIVED	FORWARDED		
Associate General Counsel	7531		15 May 1980				
1. [redacted] Chairman DCI Security Committee							
2. 3E05 Hqs.							
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15.							

Bob:

Attached for your information is a copy of the 2 May draft APEX Secrecy Agreement which has been revised to reflect changes requested by the DoD General Counsel's Office. We have discussed the changes in OGC and have accepted them. For your convenience, I have included both a clean copy of the revised draft and one with the major changes underlined.

You may wish to distribute a copy of the revised agreement to the Security Committee



610 USE PREVIOUS EDITIONS ☐ SECRET ☐ CONFIDENTIAL ☐ INTERNAL USE ONLY ☐ UNCLASSIFIED

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APEX
NONDISCLOSURE AGREEMENT

1. I, _____, intending to be legally
(Type or Print Full Name)
bound, hereby accept the obligations contained in this Agreement as a prior condition of my being granted access to information protected within the APEX Special Access Control System, hereinafter referred to in this Agreement as Sensitive Compartmented Information. I have been advised that Sensitive Compartmented Information protected within the APEX system involves or derives from intelligence sources or methods which the Director of Central Intelligence has the responsibility to protect, and is classified or classifiable under the standards of Executive Order 12065 or other Executive order or statute. I understand and accept that by being granted access to Sensitive Compartmented Information special confidence and trust shall be placed in my by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of Sensitive Compartmented Information and that I will be granted access to the following categories of information within the APEX Special Control System: _____

I understand that I may be required by _____
(Department or Agency)

(hereinafter referred to as the Agency) to sign an appropriate

acknowledgment upon being granted access to any additional categories of information within the APEX Special Access Control System. I further understand that all my obligations under this Agreement continue to exist with respect to such categories whether or not I am required to sign such an acknowledgment.

3. I have been advised that direct or indirect unauthorized disclosure, unauthorized retention or negligent handling of Sensitive Compartmented Information by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge such information to anyone who is not authorized to receive it without prior written authorization from the Agency.

4. I have been advised of the security handling, storage, and transmittal procedures which are to be used to protect Sensitive Compartmented Information, and the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and I understand these procedures.

5. In consideration of being granted access to Sensitive Compartmented Information and of being assigned or retained in a position of special confidence and trust requiring access to Sensitive Compartmented Information, I hereby agree to submit for review by the Agency, either during the course of my access

to Sensitive Compartmented Information or at any time thereafter, all information or materials, including works of fiction, which contain any mention of intelligence data or activities relating to Sensitive Compartmented Information or which contain data which may be based upon Sensitive Compartmented Information, that I contemplate disclosing publicly or which I have actually prepared for public disclosure, prior to discussing it with or showing it to anyone who is not authorized to have access to Sensitive Compartmented Information. I further agree that I will not disclose such information or materials to any person not authorized to have access to Sensitive Compartmented Information until I have received written authorization from the Agency to do so.

6. I understand that the purpose of the review described in paragraph 5 is to give the Agency a reasonable opportunity to determine whether the information or materials which I contemplate disclosing publicly set forth any Sensitive Compartmented Information. I further understand that the Agency will act upon the materials I submit, coordinating within the Intelligence Community when appropriate, and make a response to me within a reasonable time, not to exceed 30 days.

7. I have been advised that any breach of this Agreement may result in the termination of my access to Sensitive Compartmented Information and retention in a position of

special confidence and trust requiring such access, as well as the termination of my employment or other relationships with the Agency. In addition, I have been advised that any unauthorized disclosure of Sensitive Compartmented Information by me may constitute violations of United States civil or criminal laws, including, as to the latter, the provisions of Sections 793, 794, 798 and 952, Title 18, United States Code, and of Section 783, Title 50, United States Code. Nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

8. I understand that the United States Government may seek any remedy available to it, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

9. In any civil action which may be brought by the United States Government for breach of this Agreement, the law of the Commonwealth of Virginia shall govern the interpretation of this Agreement. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorneys fees incurred by the United States Government may be assessed against me if I lose such action.

10. I understand that all information to which I may obtain access by signing this Agreement is now and will forever remain the property of the United States Government. I do not

now, nor will I ever, possess any right, interest, title, or claim whatsoever to such information. I agree that I shall return all materials which may have come into my possession, or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Section 793, Title 18, United States Code, a United States criminal law.

11. Unless and until I am released in writing by an authorized representative of the Agency, I understand that all the conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to Sensitive Compartmented Information, and at all times thereafter.

12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect. This Agreement concerns Sensitive Compartmented Information and does not set forth such other conditions and obligations not related to Sensitive Compartmented Information as may now or hereafter pertain to my employment by or assignment with the Agency.

13. I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge

that the briefing officer has made available Sections 793, 794, 798, and 952 of Title 18, United States Code, and Section 783 of Title 50, United States Code; Executive Order 12065, as amended; and the Information Security Oversight Office Directive No. 1 of 2 October 1978, as amended, which further implements Executive Order 12065, so that I may read them at this time, if I so choose.

14. I hereby assign to the United States Government all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication or revelation not consistent with the terms of this Agreement.

15. I make this Agreement without any mental reservations or purpose of evasion.

Signature

Social Security Number
(See Notice Below)

Date

The execution of this Agreement was witnessed by the undersigned who accepted it on behalf of the United States Government as a prior condition of access to Sensitive Compartmented Information.

WITNESS AND ACCEPTANCE:

Signature

Printed Name

Date

NOTICE

The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above. While your disclosure of SSN is not mandatory, your failure to do so may delay the processing of such certification.

APEX

NONDISCLOSURE AGREEMENT

1. I, _____, hereby accept the
(Type or Print Full Name)

obligations contained in this agreement as a prior condition of my being granted access to information protected within the APEX Special Access Control System, hereinafter referred to in this agreement as Sensitive Compartmented Information. I have been advised that Sensitive Compartmented Information protected within the APEX system involves intelligence sources or methods which the Director of Central Intelligence has the responsibility to protect, and is classified or classifiable under the standards of Executive Order 12065 or other Executive order or statute. I understand and accept that by being granted access to Sensitive Compartmented Information special confidence and trust shall be placed in me by the United States Government and I shall become obligated to comply with the terms of this agreement.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of Sensitive Compartmented Information and that I will be granted access to the following categories of information within the APEX Special Control System: _____

I understand that I may be required by _____
(Department or Agency)
(hereinafter referred to as the Agency) to sign an appropriate

acknowledgment upon being granted access to any additional categories of information within the APEX Special Access Control System. I further understand that all my obligations under this agreement continue to exist with respect to such categories whether or not I am required to sign such an acknowledgment.

3. I have been advised that direct or indirect unauthorized disclosure, unauthorized retention or negligent handling of Sensitive Compartmented Information by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge such information to anyone who is not authorized to receive it without prior written authorization from the Agency.

4. I have been advised of the security handling, storage, and transmittal procedures which are to be used to protect Sensitive Compartmented Information, and the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and I understand these procedures.

5. In consideration of being granted access to Sensitive Compartmented Information, I hereby agree to submit for review by the Agency, either during the course of my access to Sensitive Compartmented Information or at any time thereafter, all information or materials, including works of fiction, which contain any mention of intelligence data or activities relating to Sensitive Compartmented Information

or which contain data which may be based upon Sensitive Compartmented Information, that I contemplate disclosing publicly or which I have actually prepared for public disclosure, prior to discussing it with or showing it to anyone who is not authorized to have access to Sensitive Compartmented Information. I further agree that I will not disclose such information or materials to any person not authorized to have access to Sensitive Compartmented Information until I have received written authorization from the Agency to do so.

6. I understand that the purpose of the review described in paragraph 5 is to give the Agency an opportunity to determine whether the information or materials which I contemplate disclosing publicly contain any information which I have agreed not to disclose. I further understand that the Agency will act upon the materials I submit and make a response to me within a reasonable time, not to exceed 30 days, coordinating within the Intelligence Community when appropriate.

7. I have been advised that any breach of this agreement may result in the termination of my access to Sensitive Compartmented Information by the Agency as well as the termination of my employment or other relationships with the Agency. In addition, I have been advised that any such unauthorized disclosure by me may constitute violations of United States civil or criminal laws, including, as to the

latter, the provisions of Sections 793, 794, 798 and 952, Title 18 United States Code, and of Section 783, Title 50, United States Code. Nothing in this agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

8. I understand that the United States Government may seek any remedy available to it, including application, prior to any unauthorized disclosure of Sensitive Compartmented Information by me, for a court order prohibiting such disclosure.

9. In any civil action which may be brought by the United States Government for breach of this agreement, the law of the Commonwealth of Virginia shall govern the interpretation of this agreement. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorneys fees incurred by the United States Government may be assessed against me if I lose such action.

10. I understand that all information to which I may obtain access by signing this agreement is now and will remain the property of the United States Government. I agree that I shall return all materials which may have come into my possession, or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my

employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Section 793, Title 18, United States Code, a United States criminal law.

11. Unless I am released in writing by an authorized representative of the Agency, I understand that all the conditions and obligations imposed upon me by this agreement apply during the time I am granted access to Sensitive Compartmented Information, and at all times thereafter.

12. Each provision of this agreement is severable. If a court should find any provision of this agreement to be unenforceable, all other provisions of this agreement shall remain in full force and effect.

13. I have read this agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798, 952 and 1001 of Title 18, United States Code, Section 783 of Title 50, United States Code, Executive Order 12065, as amended, and the Information Security Oversight Office Directive No. 1 of 2 October 1978, as amended, which implements this Executive Order, so that I may read them at this time, if I so choose.

14. I hereby assign to the United States Government all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication or revelation not consistent with the terms of this agreement.

15. I make this agreement without any mental reservations or purpose of evasion.

Signature

Social Security Number
(See Notice below)

Date

The execution of this agreement was witnessed by the undersigned who accepted it on behalf of the United States Government as a prior condition of access to Sensitive Compartmented Information.

WITNESS AND ACCEPTANCE:

Signature

Printed Name

Date

NOTICE

The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above. While your disclosure of SSN is not mandatory, your failure to do so may delay the processing of such certification.

UNCLASSIFIED

Approved For Release 2004/12/22 : CIA-RDP82M00591R000200080016-6
USE ONLY

CONFIDENTIAL

SECRET

ROUTING AND RECORD SHEET

SUBJECT: (Optional)

STATINTL

FROM:

Associate General Counsel

EXTENSION

7531

NO.

DATE

15 May 1980

TO: Officer designation, room number, and building

DATE

RECEIVED

FORWARDED

OFFICER'S INITIALS

COMMENTS (Number each comment to show from whom to whom. Draw a line across column after each comment.)

1. SA/DCI/Compartmentation
5E38 Hqs.

16 MAY 1980

STATINTL

Attached for your information is a copy of the 2 May draft APEX Secrecy Agreement which has been revised to reflect changes requested by the DoD General Counsel's Office. We have discussed the changes in OGC and have accepted them. For your convenience, I have included both a clean copy of the revised draft and one with the major changes underlined.

You may wish to distribute a copy of the revised agreement to the APEX Steering Group.

STATINTL